

A. G. Contract No KR98 2300TRN  
ADOT ECS File: JPA 98-177  
Project: HURF Advance  
Section: Fremont/Schultz Pass Roads  
TRACS NO : HF011 01R

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
COCONINO COUNTY, ARIZONA

THIS AGREEMENT is entered into 22 February, 2000  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the  
"State") and COCONINO COUNTY acting by and through its BOARD OF SUPERVISORS (the  
"County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-6993(G) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State has approved the exchange of \$169,740.00 in Highway User Revenue Funds (HURF) to the County for obtaining right-of-way for improvements to Fremont and Schultz Pass, and such funds will be repaid to the State by withholding from the Flagstaff Metropolitan Planning Organization (FMPO) federal funds and the obligation authority for federal funds in the amount of \$216,350.00, during fiscal year 2000.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO 23845  
Filed with the Secretary of State  
Date Filed: 02/22/00  
Letty Bayless  
Secretary of State  
Dicky V. Greenewald

## II. SCOPE OF WORK

### 1. The County will:

a. Acquire right-of-way for the improvements contemplated for Fremont Road and Schultz Pass Road. Provide the State suitable documentation of acquisitions together with invoices.

b. Be responsible for any additional funds required to obtain the right-of-way, and for any claims for extra compensation for whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State in an amount not to exceed \$169,740.00 for reimbursement for the costs of such right-of-way.

### 2. The State will:

a. Within 30 days after receipt and approval of invoices, advance the County HURF funds in an amount not to exceed \$169,740.00.

b. Withhold from FMPO, federal funds and the obligation authority of federal funds in the amount of \$216,350.00.

## III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The County assumes full responsibility for the acquisition of right-of-way. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007


Coconino County  
Director for Public Works  
5800 E. Commerce Dr.  
Flagstaff, AZ 86001


8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

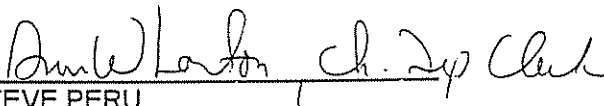
COCONINO COUNTY, ARIZONA

STATE OF ARIZONA  
Department of Transportation

By , Chairman  
Board of Supervisors 8/2/99

By  Director  
Transportation Planning

ATTEST

By  Ch. Dep Clerk  
STEVE PERU  
Clerk of the Board

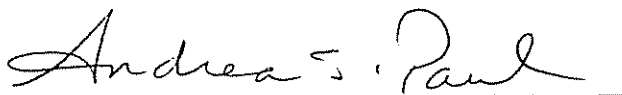
COCONINO COUNTY  
STATE OF ARIZONA

I, Andrea S. Paul, Deputy Clerk of the Coconino County Board of Supervisors do hereby certify that the attached is a true and correct copy of the minutes for the Board of Supervisors Regular Meeting held Monday, April 3, 2000:

CONSENT AGENDA: Upon motion made by Supervisor Babbitt, seconded by Supervisor Chabin and carried unanimously, the Board approved the Consent Agenda as follows:

Public Works: Amendment #1 to the Intergovernmental Agreement between the State of Arizona and Coconino County for the Highway User Revenue Funds advancement on the Fremont/Schultz Pass Roads project.

Amendment #1 to the Intergovernmental Agreement between the State of Arizona and Coconino County for the Lake Mary Road construction project.

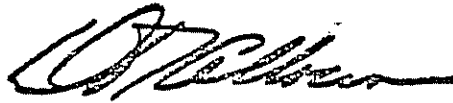
A handwritten signature in cursive script that reads "Andrea S. Paul". The signature is written in dark ink and is positioned above a horizontal line.

Andrea S. Paul  
Deputy Clerk of the Board  
Coconino County Board of Supervisors

RESOLUTION

BE IT RESOLVED on this 2nd day of October 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Coconino County for the purpose of defining responsibilities for the exchange of HURF funds for improvements to Fremont Road and Schultz Pass Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

OFFICE OF THE BOARD OF SUPERVISORS  
COCONINO COUNTY, FLAGSTAFF, ARIZONA  
MONDAY, AUGUST 2, 1999

The Board of Supervisors met in regular session at 9:00 a.m. in the Board of Supervisors Meeting Room, First Floor, Administrative Center, 219 E. Cherry Avenue, Flagstaff, Arizona.

PRESENT: Matthew G. Ryan, Chairman, Elizabeth Archuleta, Paul J. Babbitt, Jr., Thomas E. Chabin, Louise Yellowman, Members; Dora Harrison, County Manager; Anna Whorton, Chief Deputy Clerk of the Board; Andrea Paul, Deputy Clerk of the Board; Terence C. Hance, County Attorney. Record will reflect the absence of Steven B. Peru, Clerk of the Board/Deputy County Manager.

\* \* \* EXCERPT \* \* \*

CONSENT AGENDA: Chairman Ryan apprised there is an addendum to the Consent Agenda. Supervisor Archuleta requested that items #8 and #10 be considered separately. Upon motion made by Supervisor Archuleta, seconded by Supervisor Yellowman and carried unanimously, the Board approved the Consent Agenda, including the addendum and excepting #8 and #10, as follows: . . .

27. Public Works: Intergovernmental agreement between the State of Arizona and Coconino County for HURF funds for Fremont/Schultz Pass Roads.

**Minute Certification**

I, Anna C. Whorton, Chief Deputy Clerk of the Coconino County Board of Supervisors, certify that this is a true and correct excerpt of the regular Board meeting minutes from a meeting held August 2, 1999.

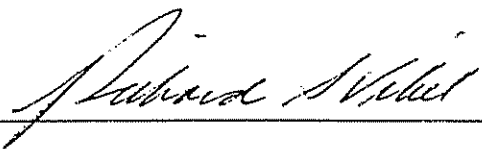


Anna C. Whorton  
Chief Deputy Clerk

APPROVAL OF THE COCONINO COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and COCONINO COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 16th day of JULY, 1998<sup>9</sup> *PH*

  
\_\_\_\_\_  
Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

JANET NAPOLITANO  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-2300TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED February 11, 2000.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/611313

Enc.





JANE D HULL  
Governor

MARY E. PETERS  
Director

# ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION  
JOINT PROJECT ADMINISTRATION  
205 South 17th Avenue - Room 293E, Mail Drop 616E  
Phoenix, Arizona 85007

13 March 2000



EDWARD D. WRIGHT  
State Engineer

E. JACK HAMMITT  
Joint Project  
Administrator

Mr. Jim Stalnaker, Director  
Coconino County Public Works  
5800 E. Commerce  
Flagstaff, AZ 86001

Re: Project: HR011 01R  
Section: Fremont/Schultz Pass Roads  
Agreement JPA 98-177  
**Amendment No. 1**

Dear Jim:

An error in the production of the above referenced agreement has resulted in the omission of a maintenance responsibility. To contractually address the issue, we may use this instrument as amendment number 1.

Therefore, so much of paragraph of II.1.d is added:

**"...d. Upon completion of the project, provide maintenance to the County portion of the right-of-way outside the State right-of-way." All other terms and conditions of the agreement remain the same**

To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 255-8369 or Mr. Danelowitz at 255-7109.

Sincerely,

  
E. Jack Hammitt, CPM  
Joint Project Administrator

Concur for Coconino County:

By 

Date 4-3-00

(date)



JANE D. HULL  
Governor

MARY E. PETERS  
Director

# ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION  
JOINT PROJECT ADMINISTRATION  
205 South 17th Avenue - Room 293E, Mail Drop 616E  
Phoenix, Arizona 85007



EDWARD D. WRIGHT  
Deputy Director

E. JACK HAMMITT  
Joint Project  
Administrator

11 January 2001

Mr. Jim Stalnaker, Director  
Coconino County Public Works  
5800 E. Commerce  
Flagstaff, AZ 86001

Re: Project: HR011 01R  
Section: Fremont/Schultz Pass Roads  
Agreement JPA 98-177  
**Amendment No. 2**

Dear Mr. Stalnaker:

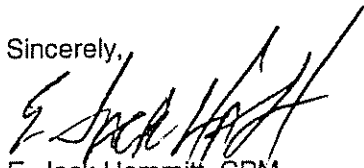
Changes to the above referenced agreement (enclosure) are warranted to accommodate additional project developments. We may use this instrument as amendment #2.

Therefore, the following is **added** as section II.1.d "Upon payment for same, transfer to the State in fee title rights-of-way required for the Project acquired by the County on behalf of the State. Under separate agreement with the City of Flagstaff, provide the City (the lead agency for the construction of the Project) construction funds required for the Project."

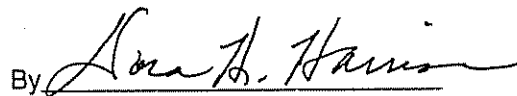
The following is **added** as section II.2.c "Pay the County for the cost of right-of-way acquired on behalf of the State, in the amount of \$102,816.00."

All other terms and conditions of the agreement remain the same. To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 712-8369 or Mr. Danelowitz at 602-712-7109.

Sincerely,

  
E. Jack Hammitt, CPM  
Joint Project Administrator

Concur for the Coconino County:

By 

Date 1-23-01  
(date)



JANE D. HULL  
Governor

MARY E. PETERS  
Director

# ARIZONA DEPARTMENT OF TRANSPORTATION

## INTERMODAL TRANSPORTATION DIVISION

JOINT PROJECT ADMINISTRATION

205 South 17th Avenue - Room 293E, Mail Drop 616E  
Phoenix, Arizona 85007



EDWARD D. WRIGHT  
Deputy Director

E. JACK HAMMITT  
Joint Project  
Administrator

13 February 2001

Mr. Jim Stalnaker, Director  
Coconino County Dept. of Public Works  
5600 E. Commerce  
Flagstaff, AZ 86004

Re: ADOT ECS File 98-177  
Project: Fremont/Schultz Pass Roads  
**Amendment No. 3**

Dear Mr. Stalnaker:

Changes to the above referenced agreement (enclosure) are warranted to accommodate additional project developments. Previous amendments (#1 and #2) to the agreement, if considered, will confuse the intent of the agreement as we would necessarily be amending amendments. Therefore, the content of amendments #1 and #2 are reproduced and incorporated herein, and, as a consequence, amendments #1 and #2 are null and void. We may use this instrument to accomplish a 3<sup>rd</sup> and final amendment, which will ultimately be the only one considered and applicable to the agreement.

Therefore, so much of paragraph II.1.d is added in applicable part "...d. Upon completion of the Project, provide maintenance to the County portion of the right-of-way outside the State right-of-way." Moreover, so much of paragraph II.1.e is added "...Upon payment for same, transfer to the State in fee title rights-of-way required for the Project acquired by the County on behalf of the State. Under separate agreement with the City of Flagstaff, provide the city (the lead agency for the construction of the Project) construction funds required for the Project." Lastly, so much of paragraph II.2.c is added "...Pay the County for the cost of right-of-way acquired on behalf of the State, in the amount of \$137,004.00."

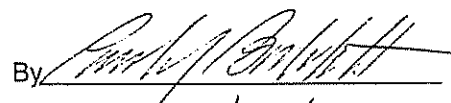
All references in the agreement to \$169,740.00 are changed to read \$149,413.00, and all references in the agreement to \$216,350.00 are changed to read \$190,441.00.

To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 712-8369 or Mr. Danelowitz at 712-7109.

Sincerely,

  
E. Jack Hammitt, CPM  
Joint Project Administrator

Concur for Coconino County:

By   
Date 3/19/01  
(date)